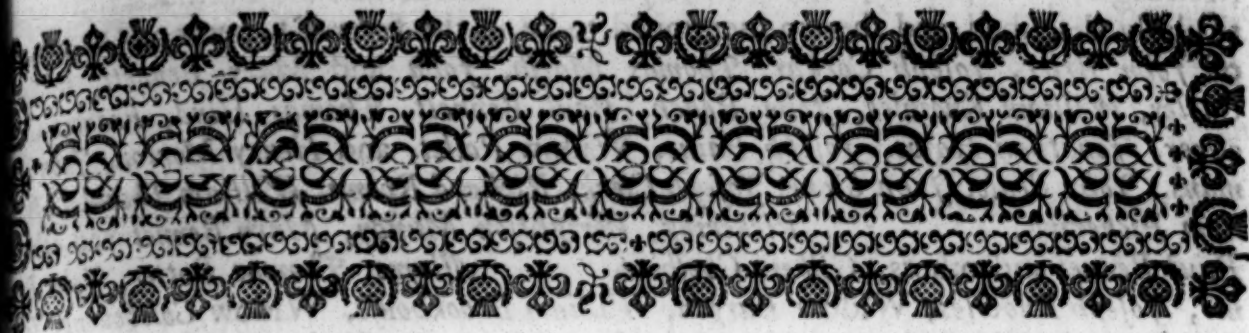


K. Great Brit Geo II.

Read 11 March 1756 in Lords

*212. R. 5
38*

*[1]
Enacted 29 Geo. II. Private Acts, c. 50.*



*An ACT for Sale of the settled Estate of
Wrightson Mundy, Esquire, in the County
of Leicester, for Discharging Incumbrances
affecting the same, and also his unsettled
Estate in the County of Derby; and for Set-
tling the Derbyshire Estate, so disincumbered,
to the Uses therein mentioned.*

 *Whereas by Indenture Tripartite, bearing Date the Fourth Day of
August, in the Year of our Lord One thousand Seven hundred
and Forty-four, and made, or mentioned to be made, between
Wrightson Mundy, Esquire, and Ann his Wife, of the First Part;
the Right Honourable Philip Lord Hardwicke, now Earl of Hard-
wicke, Lord High Chancellor of Great Britain, of the Second
Part; and Hutton Perkins, of Lincoln's-Inn, in the County of
Middlesex, Esquire, of the Third Part; and by other Assurances; in Consideration
of the Sum of Fourteen thousand Pounds, therein mentioned to be paid by the said
Philip, now Earl of Hardwicke, unto the said Wrightson Mundy, or for his Use, he
the said Wrightson Mundy did grant, bargain, sell, and demise, unto the said Philip Earl
of Hardwicke, his Executors, Administrators, and Assigns, all those the Manors, or
reputed Manors, of Marton, alias Markeaton, Mackworth, and Allestrey, with the
Rights, Members, and Appurtenances thereof, in the County of Derby; and all those
the Rectories Improprate of Mackworth and Allestrey aforesaid, with the Appurtenances;
and also all that the Advowson, Donation, and free Disposition, of the Vicarage of
Mackworth aforesaid; and also all that Messuage or Tenement, with the Outhouses,
Barns, Stables, Yard, Garden, Orchard, and other the Appurtenances thereto be-
longing, situate and being in Markeaton aforesaid; and also all those Closes or in-
closed Grounds to the said Messuage or Tenement belonging, or therewith used, con-
taining*

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taining by Estimation Thirty-eight Acres and Two Roods, or thereabouts; and diverse
 Messuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises, therein par-
 ticularly described, and therein mentioned to be in the several Tenures or Occupations
 of *John Brier, Joseph Corkar, Thomas Marsh, John and Mary Bennett, William*
Cubley, William Knowles, John Peach, Paul Bennett, Thomas Hind, Francis Gr
vener, Jonathan Howe, Joseph Paine, Widow Pollet, and Henry Morton, John Te
mans, John Seale, John Stone, Joseph Clerk, Richard Roome, William Thornhill, Wi
liam Pickering, Pickering, Wrightson Mundy, Mary Bennet and others
Paul Bennet and others, Gilbert Chesbire, Alleyne, Thomas Potter, John Be
net, Joseph Knowles, Widow Burgin, William Brookhouse, Widow Colebourne, Job
Cockram, Ralph Cockram, Humphrey Swindell, John Kirkland, John Millington
Widow Lowe, John Clarke, Thomas Clifford, Joseph Johnson, John Hind, Job
Pickering, Jonathan Howe, William Maddock, John Horobin, Ralph Ridge, Jame
Pickfork, Daniel Rowe, Thomas Ridgate, Thomas Spencer, Thomas Thornhill, Job
Saunders, William Topleis, John Weston, Henry Spencer, John Johnson, Robert Ellis
Isaac Johnson, William Roome, William Baker, Thomas Birch, Samuel Dale, William
Bailey, John Green, Richard Hood senior, James Hood, and Richard Hood junior
Daniel Ward, Edward Hodgkinson, Samuel Peach, William Bailey, and others, a
 and under several yearly Rents therein mentioned, amounting, in the Whole, to the
 Sum of Seven hundred and Sixty-seven Pounds, Twelve Shillings, and Eleven Pence
 or thereabouts; and all and singular the Manors, Messuages, Farms, Lands, Tene-
 ments, Rents, Tythes, and Hereditaments, whatsoever, of him the said *Wrightson*
Mundy, or whereof or wherein he, or any Person or Persons in Trust for him, has
 any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, or Ex-
 pectancy, situate, lying, and being, or coming, growing, arising, renewing, or
 happening, in the Towns, Fields, Liberties, Precincts, and Territories, of *Marton*
 otherwise *Markeaton*, aforesaid, *Mackworth, Allestrey, Derby, Darley, Quarne, alias*
Quarndon, Bredfall, and Little Eaton, or any of them, or elsewhere, in the County
 of *Derby* (other than and except such Messuages, Farms, Lands, Tenements, and
 Hereditaments, as were in and by One Indenture Quadrapartite, bearing Date the
 Twenty-second Day of *January* One thousand Seven hundred and Thirteen, limited
 to *Ann Mundy*, the Mother of the said *Wrightson Mundy*, by the Name of *Ann Noel*
 as and for her Jointure, and all and singular Messuages, Houses, Edifices, Buildings,
 Mills, Tofts, Cottages, Lands, Tenements, Tythes, Parks, Meadows, Pastures, Feed-
 ings, Closes, Inclosures, Woods, Underwoods, with the Ground and Soil thereof,
 Commons and Common of Pasture, Heaths, Moors, Waste Grounds, Mines, Quar-
 ries, Delves of Coal and Iron-stone, Courts Leet, Courts Baron, View of Frank-
 pledge, and all that to View of Frankpledge belongeth or appertaineth, Rights, Roy-
 alties, Franchises, Liberties, Jurisdictions, Privileges, Immunities, Profits, Commo-
 dities, Emoluments, Hereditaments, and Appurtenances, whatsoever, to the said se-
 veral Manors or reputed Manors, Rectories Improprate, Advowson, and Premises,
 or any of them, respectively, belonging, or in any-wise appertaining, or to or with
 them, or any of them, used, occupied, or enjoyed, or accepted, reputed, deemed, or
 taken, as Part, Parcel, or Member, of them, or any of them, or to belong or apper-
 tain thereunto (except before excepted); and also all that the Manor or Lordship of
Osbaston, in the said County of *Leicester*, with the Rights and Members thereof; and
 also all that capital Messuage or Manor-house, with the Appurtenances, situate and
 being in *Osbaston* aforesaid, and then or late in the Tenure or Occupation of the said
Wrightson Mundy, his Assignee or Assigns; and also all other the Manors, Messuages,
 Farms, Lands, Tenements, Rents, Tythes, and Hereditaments, whatsoever, of him
 the said *Wrightson Mundy*, or whereof or wherein he, or any Person or Persons in
 Trust for him, had any Estate of Inheritance in Possession, Reversion, Remainder, or
 Expectancy, situate, lying, and being, coming, growing, arising, renewing, or hap-
 pening,

opening, in the Town, Fields, Liberties, Precincts, and Territories, of *Osbaston* aforesaid, in the said County of *Leicester*, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the Premises; To hold unto the said *Philip* Lord *Hardwicke*, his Executors, Administrators, and Assigns, for the Term of Two thousand Years, without Impeachment of or for any Manner of Waste; subject, nevertheless, to a Proviso or Agreement therein contained for Redemption of the said Premises, upon Payment by the said *Wrightson Mundy*, his Heirs, Executors, Administrators, and Assigns, unto the said *Philip*, now Earl of *Hardwicke*, his Executors, Administrators, and Assigns, of the principal Sum of Fourteen thousand Pounds, and Interest for the same, after the Rate of Four Pounds Ten Shillings for every One hundred Pounds for a Year, at the Times and Manner therein mentioned; and after reciting, That in or about *Hilary* Term, in the Eleventh Year of the Reign of his present Majesty, the said *Wrightson Mundy*, and *Ann* his Wife, had levied a Fine to *John Launder*, Gentleman, and his Heirs, of the Manor of *Osbaston*, and all and every the Messuages, Lands, Tenements, and Hereditaments, therein mentioned to be situate, lying, and being, in *Osbaston* aforesaid, of which said Fine no Uses had then been declared: And also reciting, That by certain Indentures of Lease and Release, bearing Date the Nineteenth and Twentieth Days of *January* One thousand Seven hundred and Forty-two, and Common Recovery suffered in pursuance thereof, divers Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being, within the Manors of *Marton*, otherwise *Markeaton*, *Mackworth*, and *Allestrey*, aforesaid, or one of them, mentioned and specified in the Schedule there under-written, and computed to be of the yearly Value of Five hundred Pounds, or thereabouts, and which were Part of the Premises comprised in the said Mortgage, were subject to the Estate thereby limited to the said *Wrightson Mundy* for his Life, declared to be for securing to the said *Ann Mundy*, his Wife, an Annuity or clear yearly Rent-charge of Three hundred Pounds, free from Deductions, during her Life, for her Jointure, and in Bar of her Dower; it is thereby farther witnessed, and the said *Wrightson Mundy*, for the better and more effectually securing the Payment of the said Fourteen thousand Pounds, and Interest, to the said *Philip*, Earl of *Hardwicke*, as aforesaid, did thereby covenant, That he, the said *Wrightson Mundy*, and *Ann* his Wife, would, as of *Trinity* Term then last past, or some Time before the End of *Michaelmas* Term then next ensuing, levy a Fine of the Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Premises, mentioned and specified in the Schedule under-written to the said Indenture of Release of the Twentieth of *January* One thousand Seven hundred and Forty-two: And it was thereby agreed and declared, That as well the said Fine, as also the said Fine levied in *Hilary* Term in the Eleventh Year of the Reign of his present Majesty, should be and enure, as to the Messuages, Mills, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises, demised to the said *Philip*, Lord *Hardwicke*, by the said Indenture Tripartite, of the Fourth Day of *August* One thousand Seven hundred and Forty-four, as aforesaid, with their Appurtenances, to the Use of the said *Philip*, now Earl of *Hardwicke*, his Executors, Administrators, and Assigns, to the full End of the said Term of Two thousand Years, subject to the Proviso aforesaid; and, after the Determination of the said Term of Two thousand Years, to the Use of such Person and Persons, and for such Estates and Interests, as the same Premises stood limited and settled unto and upon at and immediately before the Execution of the said Indenture Tripartite, or Deed of Mortgage.

And whereas the said Fine, thereby covenanted to be levied, as aforesaid, was afterwards, in *Trinity* Term, in the Seventeenth Year of the Reign of his present Majesty King *George* the Second, acknowledged, and levied accordingly:

And

And whereas by Indentures of Lease and Release, bearing Date respectively the Fifth and Sixth Days of *August* One thousand Seven hundred and Forty-four, the Release being Quadrupartite, and made, or mentioned to be made, between the said *Ann Mundy*, Mother of the said *Wrightson Mundy*, by the Name and Description of *Ann Mundy*, of *King's Newton*, in the County of *Derby*, Widow and Relict of *Francis Mundy*, Esquire, deceased, and the said *Wrightson Mundy*, and *Ann* his Wife, of the First Part; *Sir Edward Noel*, of *Kirkby Malory*, in the County of *Leicester*, Baronet, and *Godfrey Clarke*, of *Chilcoat*, in the said County of *Derby*, Esquire, of the Second Part; *Charles Mundy*, of *King's Newton* aforesaid, Esquire, and the Reverend Mr. *Clobery Noel*, of *Kirkby Malory* aforesaid, Clerk, of the Third Part; and *Sir Thomas Trollope*, of *Caswicke*, in the County of *Lincoln*, Baronet, and *Sir William Halford*, of *Westow*, in the said County of *Leicester*, Baronet, of the Fourth Part; after reciting therein, That by Indentures of Lease and Release bearing Date respectively on or about the Twenty-first and Twenty-second Days of *January* One thousand Seven hundred and Thirteen, the Release being Quadrupartite and made, or mentioned to be made, between *Francis Mundy* the elder, Esquire, *Philippa* his Wife, and *Francis Mundy* the younger, Esquire, Son and Heir apparent of the said *Francis Mundy* the elder, of the First Part; Dame *Mary Noel*, Widow and Relict of *Sir John Noel*, Baronet, deceased, and the said *Ann Mundy* Widow, by her then maiden Name of *Ann Noel*, only Daughter of the said Dame *Mary Noel*, of the Second Part; *William Bromley*, Esquire, *Sir Charles Holt*, Baronet, *Clobery Holt*, Esquire, and *Sir Clobery Noel*, Baronet, of the Third Part; and *German Pole*, *Mundy Musters*, *Edward Mundy*, and *Robert Wilmot*, Esquire, of the Fourth Part; in Consideration of a Marriage then intended between the said *Francis Mundy* the younger and *Ann Noel*, and for making a Jointure and Provision for the said *Ann*, they the said *Francis Mundy* the elder, and *Francis Mundy* the younger did (amongst other things) grant and release divers Manors, Messuages, Lands Tenements, and Hereditaments, situate, lying, and being, in *Marton*, alias *Mark Eaton*, *Mackworth*, *Allestrey*, *Quarne*, alias *Quarndon*, *Derby*, *Bredfall*, *Little Eaton*, and *Darley*, in the County of *Derby*, to the said *Sir Clobery Noel* and *Clobery Holt* their Heirs and Assigns, to and upon the several Uses and Trusts therein after limited and that, as to the Messuages, Lands, and Hereditaments, in *Marton*, alias *Mark Eaton*, aforesaid, comprised in the First Division of the Schedule thereto annexed, the yearly Rents whereof were computed to be Six hundred and Fifty-two Pounds, One Shilling, and Five Pence, the same were limited, from and after the Decease of the said *Francis Mundy* the younger, to the said *Ann Noel*, then *Ann Mundy*, Mother of the said *Wrightson Mundy*, for her Life, for her Jointure, and in lieu and bar of her Dower: And reciting also, That the said *Francis Mundy* the younger died long since, when she the said *Ann Mundy*, Mother of the said *Wrightson Mundy*, became intitled to an Estate for Life of and in the said Messuages, Lands, and Premises limited to her in Jointure, as aforesaid; and that the said *Wrightson Mundy* became intitled to an Estate in Tail Male in the same Premises, by virtue of the Limitation in the said recited Indenture, subject to the Estate for Life of the said *Ann Mundy* the Mother: And also reciting, That by Indenture, dated on or about the Eighteenth Day of *January* One thousand Seven hundred and Forty-two, and made, or mentioned to be made, between the said *Ann Mundy* the Mother, of the one Part; and the said *Wrightson Mundy*, of the other Part; in Consideration of Five Shillings, and to enable the said *Wrightson Mundy* to suffer a Common Recovery of the Premises therein mentioned, being the said Jointure Lands of the said *Ann Mundy* the Mother, she the said *Ann Mundy* did grant and surrender her said Jointure Lands unto the said *Wrightson Mundy*, his Heirs and Assigns; but subject to a Proviso therein mentioned for making void the said Surrender, in case the said *Wrightson Mundy*, his Heirs and Assigns, did not pay, or cause to be paid, unto the said *Ann Mundy* the Mother,

Mother, or her Assigns, the Sum of Twenty thousand Pounds on the Twenty-ninth
 day of *March* then next ensuing: And also reciting, That by Indentures of Lease
 and Release, bearing Date respectively the Nineteenth and Twentieth Days of *January*
 one thousand Seven hundred and Forty-two, the Release being Tripartite, and made,
 mentioned to be made, between the said *Wrightson Mundy* and *Ann* his Wife, of
 the First Part; *John Wakelin*, Gentleman, of the Second Part; and *Philip Price*,
 Gentleman, of the Third Part; he the said *Wrightson Mundy*, for barring all Estates
 Tail and Remainders of and in the Manors, Lands, and Hereditaments, therein
 after-mentioned, and for settling and assuring a yearly Rent-charge upon the said *Ann*
Mundy his Wife, in case she should survive her said Husband, and in Consideration
 that she had agreed to bar herself of her Dower of and in the Lands and Tenements
 therein after-mentioned, by her joining with him in the Recovery therein after-men-
 tioned, and for Five Shillings therein mentioned to be paid to him by the said *John*
Wakelin, did grant and release all those the Manors, or reputed Manors, of *Mar-
 ton*,
 otherwise *Markeaton*, *Mackworth*, and *Allestrey*, with the Rights, Members, and
 appurtenances, thereof, in the County of *Derby*, and all the Manors, Messuages,
 Rectories Improprite, Advowson, Lands, Tenements, and Hereditaments, what-
 ever, of him the said *Wrightson Mundy* in *Mar-
 ton*, otherwise *Markeaton*, *Mack-
 worth*, *Allestrey*, *Quarn*, otherwise *Quarndon*, *Derby*, *Bredfall*, *Little Eaton*, and
Wakelin, or any of them, or elsewhere, in the County of *Derby*, unto the said
John Wakelin, and his Heirs, to make him Tenant of the Freehold of the same
 premises, in order that a Common Recovery might be suffered thereof, and
 which was thereby declared to enure to the Use of the said *Wrightson Mundy*
 for his Life; and, after his Decease, to the Use and Intent that the said
 Mundy, his Wife, might have and take out of the Messuages, Farms, Lands,
 and Hereditaments, situate, lying, and being, within the said Manors, of
*Mar-
 ton*, otherwise *Markeaton*, *Mackworth*, and *Allestrey*, aforesaid, and then in
 several Tenures of the several Persons, and at such yearly Rents, as are mentioned
 and expressed in a Schedule to the said Indenture Tripartite annexed, or there-under
 written, and computed to be of the yearly Value of Five hundred Pounds, or there-
 abouts; One Annuity, or yearly Rent-charge, of Three hundred Pounds, clear of
 Taxes and Impositions whatsoever, for her Jointure, and in Bar of her Dower;
 and as to the Messuages, Lands, and Tenements, so charged therewith, and also as
 to all other the Premises thereby granted, to such Uses, Intents, and Purposes, as
 the said *Wrightson Mundy* should, by any Deed or Instrument in Writing under his
 Hand and Seal, or by his last Will and Testament, to be respectively executed and
 effected, as is therein mentioned, direct, limit, and appoint; and for want of such
 direction, Limitation, or Appointment, to the Use of the said *Wrightson Mundy*,
 Heirs and Assigns for ever: And also reciting, That a common Recovery was
 accordingly had and suffered of the said Manors and Premises, in *Hilary* Term, in
 the Sixteenth Year of the Reign of his present Majesty; and that the said Proviso, or
 condition, in the said Indenture of the Eighteenth of *January* One thousand Seven
 hundred and Forty-two, was not performed; and that the said *Ann Mundy*, the Mo-
 ther, was still intitled to an Estate for Life in her said Jointure-Lands: And also re-
 citing, That the said *Ann Mundy*, the Wife of the said *Wrightson Mundy*, had, at the
 request of her said Husband, joined in One or more Fine or Fines, and also in One
 Indenture Tripartite therein mentioned (being the Mortgage or Security herein first
 mentioned); whereby the Lands, Tenements, and Hereditaments, before-mentioned to
 be limited for her Jointure, were, together with other Lands, granted and conveyed
 to the said *Philip* now Earl of *Hardwicke*, for the Term of Two thousand Years, for se-
 curing Fourteen thousand Pounds, and Interest: And also taking Notice, that no
 provision had as yet been made for the Issue of the said *Wrightson Mundy*, and *Ann*
 Mundy; and that the said *Ann Mundy*, the Mother of the said *Wrightson Mundy*,
 the

the better to enable him to make such Provision, and also for the better securing the said Rent-charge of Three hundred Pounds to the said *Ann* his Wife, in case he should survive him, had agreed to accept a clear yearly Sum, or Rent-charge, Three hundred Pounds *per Annum*, during her Life, in lieu of her said Jointure Six hundred and Fifty-two Pounds One Shilling and Five Pence; and that the said Jointure-Lands and Premises should be conveyed and settled as therein after is mentioned; It is Witnessed, That, for the Considerations afore said, and for other Considerations and Purposes therein mentioned, they the said *Ann Mundy*, the Mother, and *Wrightson Mundy*, did grant, release, and convey, all those several Messuages, or Tenements, Farms, Lands, and Hereditaments, situate, lying, and being in *Marion*, otherwise *Markeaton*, and *Allestrey*, in the County of *Derby*, in and by the said Indenture of Release, of the Twenty-second Day of *January* One thousand Seven hundred and Thirteen, limited to the said *Ann Mundy*, the Mother, for her Life, for her Jointure, as afore said, unto the said *Sir Edward Noel* and *Godfrey Clark* and their Heirs: And the said *Wrightson Mundy*, for the Considerations in the said Indenture of Release mentioned, did grant, release, and convey, all that the Manor or Lordship of *Osbaston*, in the said County of *Leicester*, with the Rights, Members, and Appurtenances; and also all that capital Messuage, or Mansion-house, with the Appurtenances, in *Osbaston* afore said, and all and singular the Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments, of him the said *Wrightson Mundy* situate in *Osbaston* afore said, or within the Parish, Fields, Precincts, or Territories with their and every of their Rights, Members, and Appurtenances, together with all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Dovecotes, Orchards, Gardens, Yards, Backsides, Tofts, Crofts, Closes, Hedges, Ditches, Mounds, Fences, Trees, Woods, Underwoods, Waters, Watercourses, Royalties, Privileges, Courts Leet, Courts Baron, View of Frankpledge, and whatsoever View of Frankpledge appertaineth; and also all other Profits, Privileges, and Appurtenances whatsoever, to the said Manor, Messuages, Cottages, Closes, Lands, and Premises, with their and every of their Appurtenances, and to every or any Part thereof belonging or in any ways appertaining, or reputed, taken, or known, as Part or Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, and every Part and Parcel thereof, unto the said *Sir Edward Noel* and *Godfrey Clark*, and their Heirs: And it was thereby agreed and declared, That the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, in the Counties of *Derby* and *Leicester*, so respectively conveyed and assigned to the said *Sir Edward Noel* and *Godfrey Clark*, and their Heirs, as afore said, were so conveyed to them, to the Uses, Intents, and Purposes, upon the Trusts, and under the Limitations, Powers, Provisoos, and Agreements, therein after declared; which is to say, As to the said Messuages, Lands, Tenements, Hereditaments, and Premises in *Marion*, otherwise *Markeaton*, *Mackworth*, and *Allestrey*, thereby granted and released, to the Use of the said *Charles Mundy* and *Clobery Noel*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust, of the Rents and Profits of the same Premises, in the First place, to raise and pay unto the said *Ann Mundy*, the Mother, and her Assigns, the yearly Sum of Three hundred Pounds, free from all Deductions, during so long time of the said Term as she should live, by Quarterly Payments, in Lieu and Satisfaction of her Jointure Six hundred and Fifty-two Pounds One Shilling and Five Pence, limited by the said Indenture of the Twenty-second Day of *January* One thousand Seven hundred and Thirteen; and also upon Trust, by the Ways and Means therein mentioned, for the better and more effectually raising and paying the said yearly Rent-charge of Three hundred Pounds, so secured and provided for the said *Ann Mundy*, the Wife, in and by the said Indenture of the Twentieth of *January* One thousand Seven hundred and

forty-two, in case the said *Wrightson Mundy* should die in the Life-time of both the
 said *Ann Mundy* his Mother, and *Ann Mundy* his Wife, and the said Mortgage Term of
 two thousand Years should be then subsisting; and, after the Determination of the said
 Term of One hundred Years, to the Use of the said *Wrightson Mundy*, for his Life,
 with Remainder to the said *Charles Mundy* and *Globery Noel*, and their Heirs, during
 his Life, in Trust to preserve the contingent Remainders; and, immediately after his
 Death, to the Use of the said *Charles Mundy* and *Globery Noel*, their Executors, Ad-
 ministrators, and Assigns, for the Term of Two hundred Years, upon Trust, by the
 Ways and Means therein mentioned, for the better and more effectual raising and
 paying to the said *Ann Mundy* the said yearly Rent-charge of Three hundred Pounds,
 secured and provided for her in and by the said Indenture of the Twentieth of Ja-
 nuary One thousand Seven hundred and Forty-two, in case she should happen to sur-
 vive the said *Wrightson Mundy* and the said *Ann Mundy*, the Mother, and the said Mort-
 gage Term of Two hundred Years should be then subsisting: And as to all and singu-
 lar the said Manor, Lands, Tenements, and Hereditaments, at *Osbaston* aforesaid, sub-
 ject to the said Mortgage Term of Two thousand Years, to the Use of the said
Wrightson Mundy, and his Assigns, during his Life, without Impeachment of Waste;
 Remainder to the said Sir *Edward Noel* and *Godfrey Clarke*, and their Heirs, during
 the Life of the said *Wrightson Mundy*, in Trust to preserve the contingent Remain-
 ders; and, from and after the Decease of the said *Wrightson Mundy*, to the Use of
 the said Sir *Thomas Trollope* and Sir *William Halford*, their Executors, Administra-
 tors, and Assigns, for the Term of Three hundred Years, without Impeachment of
 Waste, in Trust, by the Ways and Means therein mentioned, for raising Portions for
 the Daughters and younger Sons of the said *Wrightson Mundy* by the said *Ann* his
 Wife, in case of Issue Male between them; that is to say, the Sum of One thousand
 Five hundred Pounds, in case there should be but One such younger Son, and no
 Daughter, or One such Daughter, and no younger Son; and if there should be Two
 or more such younger Children, then the Sum of Three thousand Pounds, to be paid
 at such Times, and in such Manner, and with such Maintenance, as is therein men-
 tioned; and also upon Trust, by the Ways and Means therein mentioned, for raising
 Portions for the Daughters of the said *Wrightson Mundy*, by the said *Ann* his Wife,
 in case of Failure of Issue Male between them; that is to say, the Sum of Two thou-
 sand Pounds, in case there should be but One such Daughter; and if there should be
 Two or more such Daughters, then the Sum of Three thousand Pounds, to be paid
 at such Times, and in such Manner, and with such Maintenance, as is therein men-
 tioned; and, from and after the End, Expiration, or other sooner Determination, of
 the said Term of Three hundred Years, as to the said Manor and Premises at *Osbaston*,
 and as to all other the Premises thereby granted and released, or mentioned or intended
 so to be, from and after the Determination of the several Uses and Estates therein be-
 fore-limited, when and as the same should respectively end and determine, to the Use of
 the First and every other Son of the Body of the said *Wrightson Mundy*, on the Body of
 the said *Ann* his Wife begotten, or to be begotten, successively in Tail Male; and, for
 Default of such Issue, to the Use of the said *Wrightson Mundy*, his Heirs and Assigns
 for ever: In which said Indenture Quadrupartite is contained a Power for the said
Wrightson Mundy, at any time during his Life, to demise or lease all or any of the said
 Premises to any Person or Persons for any Term or Number of Years, not exceeding
 Twenty-one Years, in Possession, and not in Reversion, or by way of future Interest,
 without taking any Fine, Premium, or Foregift; and so as there should be reserved,
 and made payable, upon every such Lease or Leases, respectively, the most and best
 yearly Rent that could be reasonably had for the same; and so as none of the said
 Leases be made without Impeachment of Waste; and so as there be a Clause of Re-
 entry, and the Lessees execute a Counterpart; and also a Power for the said *Wright-*
son Mundy, in case he shall happen to outlive the said *Ann* his Wife, by any Deed or
 Deeds

Deeds under his Hand and Seal, to be by him sealed and delivered in the Presence of Two credible Witnesses, to assign, limit, and appoint, any Part of the Premises thereby granted and released, situate and being in the said County of *Derby*, not exceeding the yearly Value of Two hundred Pounds, to the Use of any Woman, or Women, which he should thereafter marry, either before or after such Marriage, for the Life of such Woman, for her Jointure, or for Part of her Jointure; subject nevertheless to the said Term of One hundred Years, in case the said *Ann Mundy*, the Mother, should be then living; and also subject to such Leases as should be thereof made and then in being:

And whereas, by a Deed or Instrument in Writing, under the Hand and Seal of the said *Wrightson Mundy*, bearing Date the Eleventh Day of *April* One thousand Seven hundred and Fifty-three, and indorsed on the Indenture of Mortgage here first recited, the said Manors and Premises, limited and demised to the said *Philip Lord Hardwicke* for the said Term of Two thousand Years, as aforesaid, were charged with, and made a Security for, the Payment by the said *Wrightson Mundy*, his Heirs, Executors, and Administrators, unto the said *Philip Lord Hardwicke*, his Executors, Administrators, and Assigns, of the farther Sum of Three thousand Pounds, advanced and lent by him to the said *Wrightson Mundy*, with Interest for the same, after the Rate aforesaid, as is therein mentioned: And, by the same Deed or Instrument, the said *Wrightson Mundy*, for the further and more effectually securing the Repayment to the said *Philip Lord Hardwicke*, of the said several Sums of Fourteen thousand Pounds and Three thousand Pounds, making together Seventeen thousand Pounds, and the Interest for the same, did grant and demise unto the said *Philip Lord Hardwicke*, his Executors, Administrators, and Assigns, all and every the Messuages, Farms, Lands, Tenements, and Hereditaments, which in and by the said Indenture Quadrapartite, of the Twenty-second Day of *January* One thousand Seven hundred and Thirteen, were limited to the said *Ann Mundy* (the Mother of the said *Wrightson Mundy* by the Name of *Ann Noel*) as and for her Jointure, as aforesaid, and which, in and by the said recited Indenture of the Fourth Day of *August* One thousand Seven hundred and Forty-four, are mentioned to be thereout excepted, and by the Indorsement thereon are mentioned to be of the yearly Rent of Seven hundred and Forty Pounds and Ten Pence, with their and every of their Rights, Royalties, and Members, to hold to the said *Philip* now Earl of *Hardwicke*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *Wrightson Mundy* should so long live, without Impeachment of Waste; in which said Indorsement, or Instrument in Writing, is contained a Proviso or Agreement for Redemption of the said Premises, comprised in the said several Terms of Two thousand Years and Ninety-nine Years, upon Payment by the said *Wrightson Mundy*, his Heirs, Executors, Administrators, and Assigns, unto the said *Philip Lord Hardwicke*, now *Philip* Earl of *Hardwicke*, his Executors, Administrators, and Assigns, of the Sum of Seventeen thousand Pounds, and Interest for the same, after the Rate afore-mentioned, at the Times and in Manner therein mentioned:

And whereas the said *Wrightson Mundy*, being willing and desirous to make a better and more ample Provision for the said *Ann Mundy*, his Wife, and his Issue by her, than they are respectively intitled to under the said last recited Settlement, doth propose, that the said Manor of *Osbaston*, and other the Lands, Estates, and Hereditaments, in the County of *Leicester*, which are of the annual Rent, or yearly Value, of Six hundred and Eighty-five Pounds Seven Shillings and Six Pence, shall be discharged, exonerated, and disincumbered, of all the Uses, Trusts, and Limitations, thereby limited, created, and declared, unto, upon, and for the Benefit of, him the said *Wrightson Mundy*, and his Issue; and that the Equity of Redemption and Inheritance thereof, subject to the said Mortgage and Security, so charged upon and affecting

ing the same, shall be sold and disposed of for the Purposes herein after-men-
 and; and that the said several Manors, Lands, and Hereditaments, in the County
 by, as well comprised in the said Security, and not limited in Jointure to the
Ann Mundy, the Mother, by the said Settlement of the Twenty-second Day of
 One thousand Seven hundred and Thirteen, which are together of the yearly
 or annual Value, of Nine hundred and Thirty-six Pounds, or thereabouts;
 to the Lands and Hereditaments, so limited in Jointure, which are of the yearly
 or annual Value, of Seven hundred and Forty Pounds, making together One
 and Six hundred and Seventy-six Pounds *per Annum*, shall be settled and limited
 the Uses herein after-mentioned; that is to say, As to Part thereof, of the yearly
 or annual Value, of Three hundred and Four Pounds Seven Shillings and Six
 pence, to the Use of the said *Wrightson Mundy*, in Fee-simple; and as to the Re-
 mainder thereof, being One thousand Three hundred and Seventy-one Pounds a Year,
 upwards, for securing the said Two several yearly Sums of Three hundred
 pounds, for the Benefit of *Ann Mundy*, the Mother, and *Ann Mundy*, the Wife, of
 the said *Wrightson Mundy*, during their respective Lives, and subject thereto, for the
 benefit of the said *Wrightson Mundy*, and his Issue by the said *Ann* his Wife, in such
 manner as is herein after-mentioned, with the Reversion or Remainder in Fee-simple to
 the said *Wrightson Mundy*, and his Heirs:

But although, by means of such Exchange, Settlement, and Disposition, of the
 several Estates, respectively, a greater Income will be produced, and a better Pro-
 portion made unto and for the Issue of the said *Wrightson Mundy*; *But*, by reason of
 Limitations contained in the said recited Settlement of the Sixth Day of *August* One
 thousand Seven hundred and Forty-four, and the Infancy of the Sons of the said
Wrightson Mundy, such Exchange and Disposition of the said several Estates cannot
 be made and effected, to answer the Purposes aforesaid, without the Aid and Autho-
 rity of an Act of Parliament;

Wherefore your Majesty's most dutiful and loyal Subjects, the said *Wrightson*
Mundy and *Ann* his Wife,

Most humbly beseech Your most Excellent *MAJESTY*,

That it may be Enacted; And be it Enacted, by the KING's most Excellent
 MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Tem-
 poral, and Commons, in this present Parliament assembled, and by the Authority of
 the same, That all that the said Manor or Lordship of *Osbaston*, in the said County
 of *Leicester*, with the Rights, Members, and Appurtenances; and also all that the
 said capital Messuage or Mansion-house, with the Appurtenances, in *Osbaston* afore-
 said, and all and every the Messuages, Farms, Lands, Tenements, Tythes, Here-
 ditaments, and Premises, situate, lying, and being, in the Town, Parish, Fields,
 Precincts, or Territories, of *Osbaston*, in the said County of *Leicester*, which were
 comprised in, and settled, conveyed, and assured by, the said Indentures of Lease
 and Release, of the Fifth and Sixth Days of *August* One thousand Seven hundred and
 Forty-four, herein before recited, with their and every of their Appurtenances, and
 the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits,
 of all and singular the said Premises, and the Fee-simple and Inheritance, and Equity
 of Redemption thereof, subject to the said Mortgage or Security, so made to the
 said *Philip* Earl of *Hardwicke*, as aforesaid, shall, from and after the First Day of
June One thousand Seven hundred and Fifty-six, be vested in and settled upon,
 and the same are hereby from thenceforth vested in and settled upon the said
Charles Mundy and *Globery Noel*, their Heirs and Assigns, to the Use of them the
 said

saïd *Charles Mundy* and *Clobery Noel*, their Heirs and Assigns for ever, and discharged, and absolutely acquitted, exempted, and indemnified, of, and against, all and every the Uses, Trusts, Estates, Powers, Provisoës, and Limitations, in and by the saïd recited Settlement of the Sixth Day of *August* One thousand Seven hundred and Forty-four, limited, created, provided, and declared, of concerning the same; upon Trust, nevertheless, that they the saïd *Charles Mundy* and *Clobery Noel*, and the Survivor of them, and the Heirs of such Survivor shall and do, as soon as the same can conveniently be done, sell and dispose of the saïd Premises, hereby vested in them, as aforesaid, unto any Person or Persons who shall be willing to become Purchaser or Purchasers thereof, for the most Money best Price and Prices that they can get for the same, and shall and do pay, apply, and dispose of the Money arising and to be produced by such Sale, in Manner and for Purposes herein after-mentioned; that is to say, In the First place, for the paying and defraying the Charges and Expences incident to, and attending, the obtaining and passing this present Act; and afterwards, in, for, and towards, the paying and charging the saïd Two several Sums of Fourteen thousand Pounds and Three thousand Pounds, so secured, or intended to be secured, unto the saïd *Philip Earl of Hardwicke*, in and by the saïd Indenture of the Fourth Day of *August* One thousand Seven hundred and Forty-four, and the Indorsement thereon, respectively, as aforesaid, making together Seventeen thousand Pounds, and all Interest due and to be due for the same; and shall and do pay the Residue and Surplus of the Money arising by such Sale, which shall remain after Payment of the saïd Seventeen thousand Pounds and the Interest thereof, in case there shall be any such Surplus, unto the saïd *William Mundy*, his Executors, Administrators, and Assigns, to and for his and their Use and Benefit; and also upon Trust, in the mean time, until such Sale shall be made, to permit and suffer the Rents, Issues, and Profits, of the same Premises in the saïd County of *Leicester*, to be had and received and taken by the Person or Persons who would, for the Time being, be intitled to receive the same, in case this Act should not been made.

And it is hereby further Enacted, by the Authority aforesaid, That all the the saïd Manors, or reputed Manors, of *Marton*, alias *Markeaton*, *Mackworth*, and *Allestrey*, with the Rights, Members, and Appurtenances thereof, in the saïd County of *Derby*; and all those the saïd Rectories Improprate of *Mackworth* and *Allestrey* aforesaid, with the Appurtenances; and also the saïd Advowson, Donation, and Disposition, of the Vicarage of *Mackworth* aforesaid; and all and every the Messuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises whatsoever, situate, lying, and being, or coming, growing, arising, renewing, or happening, in the Towns, Fields, Liberties, Precincts, and Territories, of *Marton*, otherwise *Markeaton*, *Mackworth*, *Allestrey*, *Derby*, *Darley*, *Quarne*, alias *Quarndon*, *Bredfall*, and *Little Eaton*, or any of them, or elsewhere, in the saïd County of *Derby*, as well those which in and by the saïd Indenture of the Fourth Day of *August* One thousand Seven hundred and Forty-four, were demised to the saïd *Philip Earl of Hardwicke* for the saïd Term of Two thousand Years, by way of Mortgage, as aforesaid; as also those which were demised in Jointure to the saïd *Ann Mundy*, the Mother, in and by the saïd Indenture of the Twenty-second Day of *January* One thousand Seven hundred and Thirteen, respectively, with their and every of their Rights, Royalties, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, and the Fee-simple Inheritance and Equity of Redemption thereunto subject to the saïd Mortgage of Two thousand Years, upon Part of the Premises as aforesaid; shall, from and after the First Day of *June* One thousand Seven hundred and Fifty-six, be vested in, and settled upon, and the same are hereby from thenceforth vested in, and settled upon, the saïd *Charles Mundy* and *Clobery Noel*

their Heirs and Assigns, to the Use of them the said *Charles Mundy* and *Clobery Noel*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against, all the Uses, Estates, and Limitations, in and by the said Settlement of the Sixth Day of *August* One thousand Seven hundred and Forty-four, and of, and from, and against, all Claims and Demands whatsoever, of the said *Wrightson Mundy*, his Heirs and Assigns; upon Trust, nevertheless, and to the Intent and Purpose, that they the said *Charles Mundy* and *Clobery Noel*, or the Survivor of them, or the Heirs of such Survivor, do or shall, by Demise or Mortgage of all or any Part of the same Premises (other than and except the said Manor and Rectory Improprate of *Allestrey*, and the Messuages, Farms, Lands, and Hereditaments, herein after limited to the said *Wrightson Mundy*, and his Heirs) for any Term or Number of Years, raise and levy such Sum and Sums of Money as will be sufficient to answer, pay, and satisfy, so much and such Part of the said Two several Sums of Fourteen thousand Pounds and Three thousand Pounds, so secured to the said Earl of *Hardwicke*, as aforesaid, and the Interest thereof respectively, as the Money to arise by Sale of the Premises in the said County of *Leicester*, shall fall short, or be deficient to pay; and shall and do apply and dispose of the Money so to be raised to answer and supply such Deficiency accordingly; and also upon Trust, that they the said *Charles Mundy* and *Clobery Noel*, and the Survivor of them, and the Heirs of such Survivor, shall and do settle, convey, and assure, so much and such Part of the said Premises in the County of *Derby*, hereby vested in them as aforesaid, as shall not be mortgaged pursuant to this Act; and also the Equity of Redemption of so much and such Parts thereof, as shall have been demised or mortgaged for the Purposes aforesaid, to the Uses following; that is to say, As to, for, and concerning, the said Manor of *Allestrey*, with the Rights, Members, and Appurtenances thereof, and the Rectory Improprate of *Allestrey* aforesaid, and all and every the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, situate, lying, and being, in the Towns, Fields, Precincts, Liberties, and Territories, of *Allestrey* aforesaid (other than and except the Tythes and the Rabbet Warren there) of the yearly Value of Two hundred and Twenty-three Pounds Seventeen Shillings and Six Pence, or thereabouts; and also all that Messuage or Tenement and Farm, called *Vicarwood Farm*, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying, and being, in *Mackworth* and *Markeaton* aforesaid, or One of them, and now in the Tenure or Occupation of *Thomas Sadler*, at and under the yearly Rent of Seventy-six Pounds; and all that Messuage or Tenement, with the Croft thereunto belonging, or therewith used, situate, lying, and being, in *Mackworth* aforesaid, and now in the Tenure or Occupation of *John Cockram*, at and under the yearly Rent of One Pound; and also all that Messuage or Tenement, with the Orchard and Pingle thereunto belonging, or therewith used, situate, lying, and being, in *Mackworth* aforesaid, now or late in the Tenure or Occupation of *William Maddock*, at and under the yearly Rent of One Pound; and also all that Messuage or Tenement, with the Orchard and Three Inclosures, or Pieces of inclosed Ground thereunto belonging, or therewith used, situate, lying, and being, in *Markeaton* aforesaid, in the Tenure or Occupation of *Benjamin Mountford*, at and under the yearly Rent of Two Pounds Ten Shillings; with their and every of their Appurtenances; to the Use of the said *Wrightson Mundy*, his Heirs and Assigns for ever: And as to, for, and concerning, the said herein before excepted Tythes and Rabbet Warren in *Allestrey* aforesaid, and also as to the said Manors of *Marion*, alias *Markeaton*, and *Mackworth*, and all the rest of the Messuages, Farms, Lands, Tenements, Tythes, Hereditaments, and Premises, in the said County of *Derby*, hereby vested in the said

said *Charles Mundy* and *Clobery Noel*, as aforesaid, with their and every of their Rights, Members, and Appurtenances, to the Use of Two Trustees, in such Settlement to be named, their Executors, Administrators, and Assigns, for a Term of Two hundred Years, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed, and declared, of and concerning the same; and immediately after the End, Expiration, or other sooner Determination, of the said Term of Two hundred Years, to the Use of the said *Wrightson Mundy* and his Assigns, during his Life, without Impeachment of Waste, with such Powers to make Leases, and limit Jointures to any Woman he shall hereafter marry, as he is authorized and impowered to make, grant, or limit, of the Premises in the County of *Leicester*, in and by the said Settlement of the Eighth Day of *August* One thousand Seven hundred and Forty-four; and immediately after the Determination of that Estate, to the Use of the said *Charles Mundy* and *Clobery Noel*, and their Heirs, during the Life of the said *Wrightson Mundy*, in Trust, to support and preserve the contingent Uses and Estates herein after limited, from being defeated or destroyed; and, for that Purpose, to make Entries, and bring Actions, as Occasion shall require; yet, nevertheless, to permit and suffer the said *Wrightson Mundy*, and his Assigns, to receive and take the Rents and Profits thereof, during his Life; and immediately from and after the Decease of the said *Wrightson Mundy*, to the Use of Trustees in the said intended Settlement to be named, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed, and declared, of and concerning the same; and after the End, Expiration, or other sooner Determination, of the said Term of Five hundred Years, to the Use of the First and every other Son of the Body of the said *Wrightson Mundy* on the Body of the said *Ann* his Wife begotten, or to be begotten, successively, according to their Seniority, and the Heirs of the Body and Bodies of all and every such Son and Sons respectively issuing; every elder of such Sons, and the Heirs Male of his Body, being always preferred, and to take place before a younger of them, and the Heirs Male of his Body; and, for Default of such Issue, to the Use of the said *Wrightson Mundy*, and his Heirs for ever.

And it is hereby Enacted and Declared, That, in the said intended Settlement so to be made as aforesaid, that the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, thereby to be limited to Trustees for the said Term of Two hundred Years, shall be declared to be so limited to them upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed, and declared; that is to say, Upon Trust, that the Trustees of the said Term, and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, shall and do, by and out of the Rents, Issues, and Profits, of the said Premises, so limited to them for the said Term of Two hundred Years, raise, levy, and pay, unto the said *Ann Mundy* the Mother, and her Assigns, during so many Years of the said Term as she shall live, the Annuity or yearly Sum of Three hundred Pounds, of lawful Money of *Great Britain*, free from all Taxes, Charges, Deductions, or Abatements whatsoever; the said Annuity to be paid at or on the Feasts of the Nativity of Saint *John Baptist*, Saint *Michael* the Archangel, the Birth of our Lord Christ, and the Annunciation of the Blessed Virgin *Mary*; the First Payment thereof to begin and be made at or on the Feast of the Nativity of Saint *John Baptist* One thousand Seven hundred and Fifty-six, and to be

in Lieu and Satisfaction and Compensation of the said annual Sum, or yearly Rent, of Three hundred Pounds, secured and provided for her by the said Indenture of the Sixth Day of *August* One thousand Seven hundred and Forty-four.

And it is hereby further Enacted and Declared, That the said Term of Two hundred Years shall, in and by the said intended Settlement, be declared to be upon this further Trust, that the Trustees of the same Term, and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, shall and do, after the Decease of the said *Wrightson Mundy*, by the Ways and Means afore-mentioned, but subject, and without Prejudice, to the raising and paying the said Annuity or yearly Sum of Three hundred Pounds, hereby secured and provided for the said *Ann Mundy* the Mother, as aforesaid, raise, levy, and pay unto the said *Ann Mundy*, the Wife of the said *Wrightson Mundy*, and her Assigns, during her Life, the Annuity or yearly Sum of Three hundred Pounds of like lawful Money, free from all Taxes and Deductions whatsoever, as aforesaid, to be paid at or on the Four usual Feasts or Days of Payment afore-mentioned; the First Payment thereof to begin and be made at or on such of the said Feasts or Days of Payment as shall first happen after the Death of the said *Wrightson Mundy*, and to be in full of her Jointure, and in bar of her Dower, and also in Satisfaction and Compensation for the said Annuity or yearly Sum of Three hundred Pounds, secured and provided for the said *Ann Mundy* the Wife, in and by the said Indentures of the Twentieth Day of *January* One thousand Seven hundred and Forty-two, and the Sixth Day of *August* One thousand Seven hundred and Forty-four, as aforesaid, or either of them.

And it is hereby further Enacted and Declared, That in the said intended Settlement, so to be made as aforesaid, there shall be contained a Clause or Proviso, purporting, that the said Trustees, and the Survivor of them, and the Executor and Administrators of such Survivor, shall and do permit and suffer the Residue and Surplus of the Rents and Profits of the Premises to be comprised in the said Term of Two hundred Years, which shall remain after, and shall not be applied and disposed of, in, for, or towards, the Execution and Performance of the Trusts of the same Term, to be had, received, and taken, by the Person or Persons to whom the Reversion or Remainder of the Premises, immediately expectant on the Determination of the said Term, shall, for the Time being, belong or appertain; and also a Proviso, that when all the Sums of Money, hereby directed and appointed to be raised by and under the Trusts of the said Term of Two hundred Years, shall have been raised, levied, and paid, or shall cease to become payable, and all the Trusts herein before declared of and concerning the said Term shall have been executed and performed, and the Costs and Charges of the Trustees of the same Term shall have been paid and satisfied, then the said Term of Two hundred Years shall cease, determine, and be void.

And it is hereby further Enacted and Declared, That, the said Manor, Messuages, Farms, Lands, and Hereditaments, in and by the said intended Settlement directed to be limited to the Trustees to be therein named, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, as aforesaid, shall be thereby declared to be so limited to them, upon Trust, that they the said Trustees, and the Survivor of them, and the Executors, Administrators, and Assigns, of such Survivor, shall and do, after the Decease of the said *Wrightson Mundy*, but subject nevertheless, and without Prejudice, to the said Term of Two hundred Years herein before directed to be limited, and the Trusts to be thereby declared thereof, by Sale or Mortgage of the Premises

in the said Term of Five hundred Years to be comprised, or of a competent Part thereof, for all or any Part of the said Term, or by or out of the Rents and Profits of the Premises, in the mean time, until such Sale or Mortgage can be made, or by all or any of the Ways and Means afore-mentioned, raise and levy such Sum and Sums of Money for the Portion and Portions of all and every the Child and Children of the said *Wrightson Mundy* on the Body of the said *Ann*, his Wife, begotten or to be begotten (other than an eldest or only Son) in lieu and stead of the Portion and Portions secured and provided for the said Child and Children, by virtue of, or under, the Trusts of the aforeaid Term of Three hundred Years limited and created in and by the said recited Settlement of the Sixth Day of *August* One thousand Seven hundred and Forty-four, as aforeaid, as are herein after mentioned ; that is to say, In case there shall be but One such Child, then such only Child shall have the Sum of Three thousand Pounds for his or her Portion ; and in case there shall be Two or more such Children, then the Sum of Six thousand Pounds, to go and be equally divided between or amongst them ; the said Portion and Portions to be made payable at such Times, and in such Manner, and with such Maintenance, and to be attended with such Benefit and Advantage of Survivorship, and to be made subject to such Provisoos and Declarations, as in and by the said last-mentioned Settlement is mentioned, expressed, and declared, of and concerning the Portions and Maintenance secured, or directed to be raised, under the Trusts of the said Term of Three hundred Years thereby limited, as aforeaid.

And it is hereby further Enacted and Declared, That upon or immediately after Payment and Discharge of the said Two several Sums of Fourteen thousand Pounds and Three thousand Pounds, so secured to the said *Philip* Earl of *Hardwicke*, as aforeaid, and the Interest thereof, respectively, they the said *Charles Mundy* and *Clobery Noel*, or the Survivor of them, or the Heirs of such Survivor, shall and do cause and procure the said Manors of *Marton*, alias *Markeaton*, *Mackworth*, and *Allestrey*, and all and every the Messuages, Farms, Lands, Tenements, Rents, Tythes, Hereditaments, and Premises, in the said County of *Derby*, which in and by the said Indenture Tripartite, of the Fourth Day of *August* One thousand Seven hundred and Forty-four, herein first recited, and the Indorsement thereon, were demised to the said *Philip* Earl of *Hardwicke* for the said Term of Two thousand Years, and Ninety-nine Years, respectively, as aforeaid, with their and every of their Rights, Members, and Appurtenances, to be assigned and made over to some Person or Persons, in Trust, and to the Intent and Purpose, that the same Term may attend, and be subservient to, the several Uses, Estates, and Limitations, created and declared of and concerning the Inheritance of the Premises therein respectively comprised, in order to protect and defend the same from all mesne and subsequent Incumbrances.

And it is hereby further Enacted and Declared, That in the mean time, and until such Demise or Mortgage shall be made of the Premises in the said County of *Derby*, in pursuance of this Act, the said *Charles Mundy* and *Clobery Noel*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Rents, Issues, and Profits, of the same Premises to be had, received, taken, and applied, by such Person and Persons as should or ought, or were intituled to receive the same before the passing this Act.

And it is hereby further Enacted and Declared, That the Receipt and Receipts of the said *Charles Mundy* and *Clobery Noel*, or the Survivor of them, or the Heirs of such Survivor, under their, his, or her, Hands or Hand, respectively, shall be a sufficient Discharge to the Purchaser or Purchasers, Mortgagee

Mortgagees, of the Premises hereby vested to be sold or mortgaged
ly, as aforesaid, or any Part or Parts thereof, and to their respective
Executors, Administrators, and Assigns, for so much of the said Pur-
chase-money or Mortgage-money for which such Receipt or Receipts shall be
after such Receipt or Receipts, the said Purchaser or Purchasers,
or Mortgagees, his, her, and their, Heirs, Executors, Administra-
Assigns, shall be, and is and are hereby, absolutely acquitted and dis-
charged from the same; and he, they, or any of them, after such Re-
ceipts, shall not be answerable or accountable for any Loss, Misap-
plication, or Non-application, of the said Purchase-money or Mortgage-money,
or thereof.

And always, and it is hereby further Enacted and Declared,
that the several Trustees herein before named for the Purposes aforesaid, shall
shall any of them, or the Heirs, Executors, or Administrators, of any
be answerable or accountable for any Money to be received by virtue
under, the Trusts hereby in them respectively reposed, any otherwise
Person for such Sum and Sums of Money as he shall respectively
receive; and that no one of them shall be answerable or accountable for
Receipts, Neglects, or Defaults, of the other of them; and also that
the several Trustees, their respective Executors and Administrators, shall
by and out of the Rents and Profits of the Premises hereby vested in
respectively, as aforesaid, or out of the Money arising by Sale of the Pre-
mises hereby vested to be sold, as aforesaid, retain to and reimburse themselves
Charges, and Expences, that they respectively shall or may sustain or
incure in and about the Execution of the Trusts hereby in them re-

And always to the KING's most Excellent MAJESTY, his Heirs and
Successors, and to all and every Person and Persons, Bodies Politick and Cor-
porate, his, her, and their, respective Heirs, Successors, Executors, and Ad-
ministrators (Other than and except the said *Ann Mundy* the Mother, and the
Wrightson Mundy, and *Ann Mundy* his Wife, and the First and every other
Sons of his Body on the Body of the said *Ann* his Wife begotten, or to
be born, and the Heirs Male of the respective Bodies of such Son and Sons,
Heirs and Assigns of the said *Wrightson Mundy*, and the several Trustees
recited Indenture of Release of the Sixth Day of *August* One thousand
Seven hundred and Forty-four, named, either to preserve the contingent Re-
version, or to execute the Trusts of the said Term of Three hundred Years,
and their respective Heirs, Executors, Administrators, and Assigns, and all and every
Person or Persons claiming, or to claim, any Use, Trust, Estate, Right,
Interest, either in Law or Equity, of, in, to, or out of, the Manor,
Meads, Farms, Lands, Tenements, Hereditaments, and Premises, hereby
by virtue of, or under, the Limitations of the said Indenture of Release
Sixth Day of *August* One thousand Seven hundred and Forty-four, or
any Part thereof) All such Estate, Right, Title, Interest, Benefit, Property,
and Demand, whatsoever, of, in, to, or out of, the Premises vested by
this Act, as they, every, or any of them, had before the Passing of the same, or
might have had, in case this Act had not been made.

[1756.]

*tied Estate in the County of Derby;
and for Settling the Derbyshire
Estate, so disincumbered, to the Uses
therein mentioned.*

[1756.]

